

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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LEEWARD CONSTRUCTION COMPANY, LTD.,

Petitioner,

AMENDED JUDGMENT

-against-

12 CIVIL 6280 (LAK)

AMERICAN UNIVERSITY OF ANTIGUA-
COLLEGE OF MEDICINE and MANIPAL
EDUCATION AMERICAS, LLC f/k/a GCLR, LLC,

Respondents,

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Petitioner Leeward Construction Company, Ltd. (“Leeward”) having sought to confirm an international arbitration award against Respondents American University of Antigua (AUA”) and Manipal Education Americas, LLC (“Manipal”), and the matter having been brought before the Honorable Lewis A. Kaplan, United States District Judge, and the Court, on March 26, 2013, having issued its Memorandum Opinion granting Leeward’s amended petition to confirm the arbitration, but only as against AUA, granting Manipal’s cross motion to dismiss as to itself without prejudice to Leeward’s filing a separate plenary action against it, and denying AUA’s cross motion to dismiss, modify, or vacate, it is

ORDERED, ADJUDGED AND DECREED: That for the reasons stated in the Court’s Memorandum Opinion dated March 26, 2013, Leeward’s amended petition to confirm the arbitration is GRANTED, but only as against AUA, and Leeward is awarded a judgment against the AUA as follows:

- a) the sum of \$16,524.95¹ with 7% interest thereon from the 31st day of October 2009 through April 23, 2013, totaling \$20,549.80;
- b) the sum of \$86,174.12 with 7% interest thereon from the 22nd day of June 2012 through April 23, 2013, totaling \$91,214.72;
- c) the sum of \$297,184.91 with 7% interest thereon from the 31st day of October 2009 through April 23, 2013, totaling \$369,567.75;
- d) the sum of \$176,954.46 with 7% interest thereon from the 31st day of October 2009 through April 23, 2013, totaling \$220,053.78;
- e) the sum of \$70,448.22 with 7% interest thereon from the 31st day of October 2009 through April 23, 2013, totaling \$87,606.70;
- f) and the sum of \$218,549.26 with 7% interest thereon from the 12th day of August 2012 through April 23, 2013, totaling \$229,195.30; and
- g) the total of the above referenced being \$1,018,188.05;

ORDERED, ADJUDGED AND DECREED: That for the reasons stated in the Court's Memorandum Opinion, dated March 26, 2013, the AUA is awarded a judgment against Leeward in the sum of \$58,500.00 with 7% interest thereon from the 22nd day of June, 2012, totaling \$107,383.56 and deducting this amount from Leeward's judgment yields a judgment to Leeward in the amount of \$910,804.49 and it is further

ORDERED, ADJUDGED AND DECREED: That Leeward is hereby awarded a judgment in the amount of \$910,804.49 plus interest at a rate of 7% per annum until the judgment is paid.

¹ All dollar amounts in the Judgment have been converted from East Caribbean Dollars, as they were issued in the original arbitration award, at the current conversion rate of \$1 U.S. Dollar to \$2.700 East Caribbean Dollars.

ORDERED, ADJUDGED AND DECREED: That for the reasons stated in the Court's Memorandum Opinion dated March 26, 2013, Manipal's cross motion to dismiss as to itself is GRANTED without prejudice to Leeward's filing a separate plenary action against it; and it is further

ORDERED, ADJUDGED AND DECREED: That for the reasons stated in the Court's Memorandum Opinion dated March 26, 2013, AUA's cross motion to dismiss, modify, or vacate is DENIED; and accordingly, the case is closed.

Dated: April ___, 2013
New York, New York

Enter,

Hon. _____, U.S.D.J.